

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
LUBBOCK DIVISION

CLERK US DISTRICT COURT  
NORTHERN DIST. OF TX  
FILED

2020 AUG -4 PM 1:42

Trent Taylor, 01691384  
Plaintiff

V.

Robert Rivas et al  
Defendants

CAUSE NO: 5:14-CV-00149

DECLARATION OF PLAINTIFF  
TRENT TAYLOR

TO THE HONORABLE JUDGE CUMMINGS

NOW COMES Trent Taylor TDC No. 01691384, Pro Se Plaintiff who is over the Age of 18 and Competent To make this Declaration

Plaintiff Taylor, declares That the Following exhibits are what ~~document~~ he has attached To the/His advisors To the Courts, Pertaining to him/Plaintiff Seeking to be reinstated as a Pro se Representative for him self

ATTACHMENT A(1-2) - is The Original Contingency fee contract that Plaintiff ~~did~~ did not agree To but, Said he would agree to 47%, This Contract from Scott Palmer is akin To Plaintiff signing a blank check.

ATTACHMENT B(1-2) - is The letter written To Scott Palmer/James Roberts describes what Terms he would agree To this letter was Returned

Pursuant to 28 USC 31746  
I Trent Taylor TDC No 01691384 declare under the

Attorney & Counselor at Law

214.987.4100  
Fax 214.922.9900  
1.888.499.9595

**Representation and Contingent-Fee Agreement (Civil Rights Case)**

TT

Trent Taylor ("Client") retains Scott H. Palmer, P.C. ("Attorney") to represent Client for Federal and/or State claims, to obtain damages, against natural persons, jailers, personnel, employees, and/or agents of Montfort Unit or any other persons or governmental entities that Attorney believes to be liable, whom Attorney reasonably believes violated Client's rights under either or both the United States Constitution or laws of Texas or in a manner actionable pursuant to 42 U.S.C. §1983 as a result of deliberate indifference shown towards Client on or about September 3, 2013 (the "Claim").

TT

Attorney make no representations or promises about the outcome of the representation.

TT

**Attorney may withdraw from this representation if, after investigation, it is doubtful that liability for the Claims can be established, or if Attorney reasonably believes that there will be insufficient assets or insurance from which to obtain a Recovery, or for any reason allowed by the Texas Disciplinary Rules of Professional Conduct.**

TT

Attorney may, but are not obligated to, represent Client in any appeal regarding the Claims or Claims-related bankruptcy proceeding. Attorney does not give Client any advice regarding the tax consequences to Client of any payment Client might receive for the Claims. Client will complete and sign a W-9 for any settlement proceeds received. Client should seek advice from other attorneys and/or appropriate tax professionals regarding such tax consequences.

\_\_\_\_\_

Attorney shall receive as attorneys' fees, one-third (33.3%) of the Recovery, if the Claims are resolved before suit is filed. Attorney shall receive as attorneys' fees, forty percent (40%) of the Recovery, if the Claims are resolved after suit is filed. The Recovery is all money, property, and other valuable interests, including court award attorney's fees, related to the Claims actually received by or paid for the benefit of Client as a result of any efforts of Attorney.

TT

470/0 →

Provided this office  
has no claim to the  
Default Judgment and  
no Reimbursement Costs

**If litigation costs and expenses are to be advanced by the Attorney, these costs shall be reimbursed from that portion of any Recovery that is payable to Client after the calculation of Attorney's contingent fee herein.** It is difficult to predict accurately the amount and type of expenses that will be incurred. Some of the potential expenses are costs of obtaining medical records, court filing fees, service of process and subpoena fees, court reporter fees, videographer fees, private investigator's fees, traveling and lodging expenses, consultant fees, expert witness fees, mediator's fees,

EXHIBIT A(2)

computer research fees, postage and photocopying, and charges for creating exhibits for settlement presentations, mediations, or trial.

TT

If Client does not receive a Recovery as a result of Attorney's representation regarding the Claims, the expenses and costs paid by Attorney will not be reimbursed to Attorney.

TT

Client authorizes Attorney to destroy Client's file five years after Attorney's representation ceases.

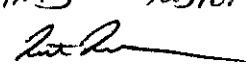


Trent Taylor/Client

26-20  
Date

James P. Roberts,  
Attorney for the Firm  
Scott H. Palmer, P.C.  
15455 Dallas Parkway, Suite 540  
Addison, Texas 75001

26-20  
Date

TT I Agree to split any cost/Recovery to the extent of 47% provided I am not forced to pay reimbursement fees and that this firm agrees that they are not entitled to any claim pertaining to Taylor's already achieved default against Franco Ortiz. 

Mr. Roberts.

So, I just received your letter, and in reference to the contract you've sent, I have a few doubts about certain aspects.

If you'd allow, I would like to explain, "I by no means am saying I don't want your representation, because I would love for you to represent me, but I can not agree to those terms."

I have 2 contracts from your office one in regards to one having 33.3% and 40% of recovery. Yet, that's not what bothers me, what I have a problem with is the Paragraph #6 which is in regards to Cost calculations.

Sir, I have been working on this lawsuit by myself for 7 years I asked hundreds of lawyers for help, I made it through Summary Judgment went to Trial represented my self and won! (didn't win shit) as of right now I've filed 5 related appeals I won in Part 3 of these appeals lost 1 and still have one pending. I've accomplished a default against one defendant I've objected to whatever I felt needed objections, I've litigated this case through 269 Filings. I've done this all with no help.

I've done the hard part, and in here [Prison] I do legal work for people I've seen itemized attorney bills They are outrageous 90% of the filings are frivolous.

Sir, I ask that you bare with me, I feel as if I'm giving you a golden egg, "at least a good egg" I shouldn't have to pay for someone to stay at the Sheridan, and eat steak. as far as I'm concerned, if the ~~judge~~ Judge would give me a fair

Shame at discovery, I wouldn't even ask for help. The ONLY reason why Mr. Weiss is my attorney is because I was in Transit and he flew from Washington, and I had no choice but to get help or miss my deadlines because I was Prison chain bus~~es~~ Custody.

I've even told him I don't like the fact that he's using my case for a reputation. I don't care about the cert they filed, they can throw it in the trash for all I care. I don't give a damn if they do away with qualified immunity or not! None of that is going to change what happened to me!

What people fail to see is this lawsuit has deprived me of everything my chance at Parole, a lot of missed opportunities in Prison. Hell, I haven't even been allowed to go buy me namebrand toothpaste in 5 years because the courts take a 100% of my money for this lawsuit. Heck I won a freakin dollar almost 2 years ago and they still haven't paid me my dollar!

Basically, I can go back and forth running my mouth all day, but you and me both know \$1983 is costly I've studied \$1983 for 7 years now and in my case... I know it like the back of my hand. But at the end of the day I can't give you 50% or more of what I get!

I say that [50%] because let's get hypothetical and say I won 10 Grand now I gotta give you 4 Grand - Okay now you hit me with a 4 Grand Itemized bill, so that's 8 Grand gone now I gotta put 26 on my Trustfund and bam!... the state. Takes my last 2 Grand. Well, that would make me the biggest loser of all I took a beatdown and dedicated almost 1/3 of my life to this lawsuit so that I could help pay for another mans children to go to college.

MR. Roberts, Sir, if I may, I hate this fucking lawsuit, I really do! And I know that by me not signing your contract is probably the biggest mistake I've ever made. And I, as a man, am extremely saddened by that fact, but on the same token, nobody not one time has asked me, how I feel, about, what happened to me.

Also, I had told the Attorney General I wanted to settle out, I told them 50,000 and their deadline was March 1<sup>st</sup>. "No response" so, now there is no acceptable offer. I want the trial. Really because I don't even care about the \$.

Also, I do understand, to do shit costs money, but I can't afford to give you 2 checks, also I feel I got a 85% chance to win probably 95% and then I get the default judgment, I shouldn't have to share any \$ from that.

I do want your help, and I know this case is a blessing and a curse on mine and your end. So, The best I can do is ~~47%~~<sup>47%</sup> total if I win you get ~~47%~~<sup>47%</sup> bills are on you if I lose, then someone tainted the jury! LOL Yet, in that part your office would not be entitled to any recovery against defendant Ortiz (default judgment)

These are my 2 Proposed Contractual terms

- 1). ~~47%~~ Fee - against recovery. No Fee Recovery Pertains to cost.
- 2). This office has no claim to recovery against defaulted Defendant Ortiz

If we can come to agreement on these terms Then... Sir, I'm all in I think it would probably be best for you to look at my evidence pertains to this particular claim. So I'll include it. Also, if we cannot agree to this, then I ask that you please send me my evidence back and I do thank you for your time and patience Sincerely *Robert*

Penalty of Perjury that The foregoing is True and  
Correct.

July 26 2020

 01691384

Trent Taylor prose

899 F.M 632

Kenedy Tx 78119